

TR-070818

Hunter, Kathy (UTC)

From: Arnold, Jack [jarnold@CI.RICHLAND.WA.US]
Sent: Monday, November 22, 2010 1:14 PM
To: Hunter, Kathy (UTC)
Subject: RE: Revised Petition - Leslie Road
Attachments: Petitions_cover_ltr.pdf; vic_map.pdf; joint_agreement_orig.pdf; joint_agreement_supp.pdf; BNSF_const_plans.pdf

Kathy....attached is the remainder of the packet that I planned to send you with the petition, as Megan sent you the signed waiver/petition, here is the rest of the packet...think it contains all that you were asking for below....thanks....Jack

From: Hunter, Kathy (UTC) [mailto:khunter@utc.wa.gov]
Sent: Tuesday, November 16, 2010 12:12 PM
To: Arnold, Jack
Subject: Revised Petition - Leslie Road

Hi Jack,

I received the revised petition for the Leslie Road crossing. I have a few questions:

- The revised petition refers to (See attached Joint Agreement). The attachment is missing, could you send it?
- Does the joint agreement include details about the "conditions" that BNSF requested at the last on-site meeting, i.e. monitor queuing, incidents near crossing, for how many years, etc?
- Do you have a revised engineering plan of the crossing? I need a copy of this too.

Thanks -

Kathy Hunter, Deputy Assistant Director, Transportation Safety
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Dr. SW
PO Box 47250
Olympia, WA 98504-7250

Office Telephone: (360) 664-1257
Cell: (360) 701-1612
Fax: (360) 586-1150

2010 NOV 22 PM 3:19



City of Richland
Public Works Administration & Engineering
840 Northgate Drive
Richland, WA 99352
(509) 942-7500

October 27, 2010

Washington Utilities and Transportation Commission
Chandler Plaza
1300 S. Evergreen Park Drive SW
PO Box 47250
Olympia, WA 98504

RE: At-grade Crossing of Burlington Northern Santa Fe Railroad,
W.U.T.C. Crossing No. IC10.90 (Leslie Road)

Attn: Kathy Hunter

As you know, the Cities of Richland, Kennewick and Benton County have agreed to participate in the widening and relocation of Leslie Road, and the intersection with Clearwater Ave. Since most of the project is inside the City of Richland, Richland is acting as the lead agency in managing the project. As you requested both Richland and Benton County will be named as respondent on the petition.

Attached for your approval are two copies of the revision to the petition for a protected, at-grade crossing of Leslie Road over the BNSF Railroad's main line tracks, south of Richland. Included with the petition is a fully executed waiver from BNSF. (Attached)

Also enclosed is the amendment No. 2 to the Joint agreement which outlines who will perform the Duties agreed to as required by BNSF for future traffic studies and the required traffic mitigation. (Attached)

Also, for your records, in conjunction with the amendment to the Joint Cities agreement the COR and Benton County approved the Grade Crossing Construction and Maintenance agreement with BNSF for reconstruction of this R/R crossing. (Attached)

If you have any questions or need additional information please call me at 942-7791, or e-mail me at jarnold@ci.richland.wa.us.

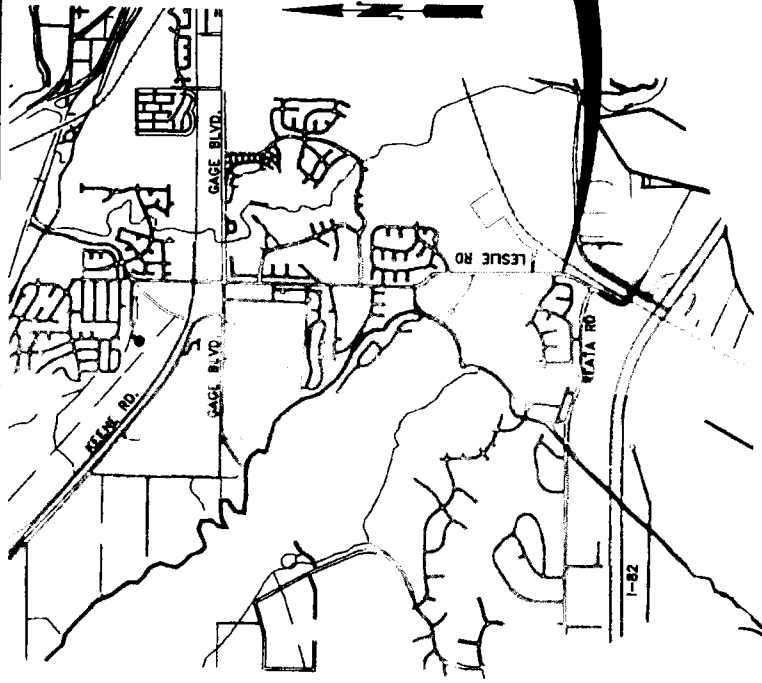
Sincerely,

Jack Arnold, P.E.
Civil Engineer II

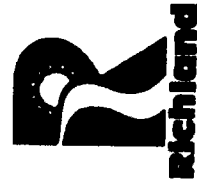
Encl:

Cc: Pete Rogalsky, PWD, City of Richland
Peter Beaudry, PWD, City of Kennewick
Ross Dunfee, PWD, Benton County

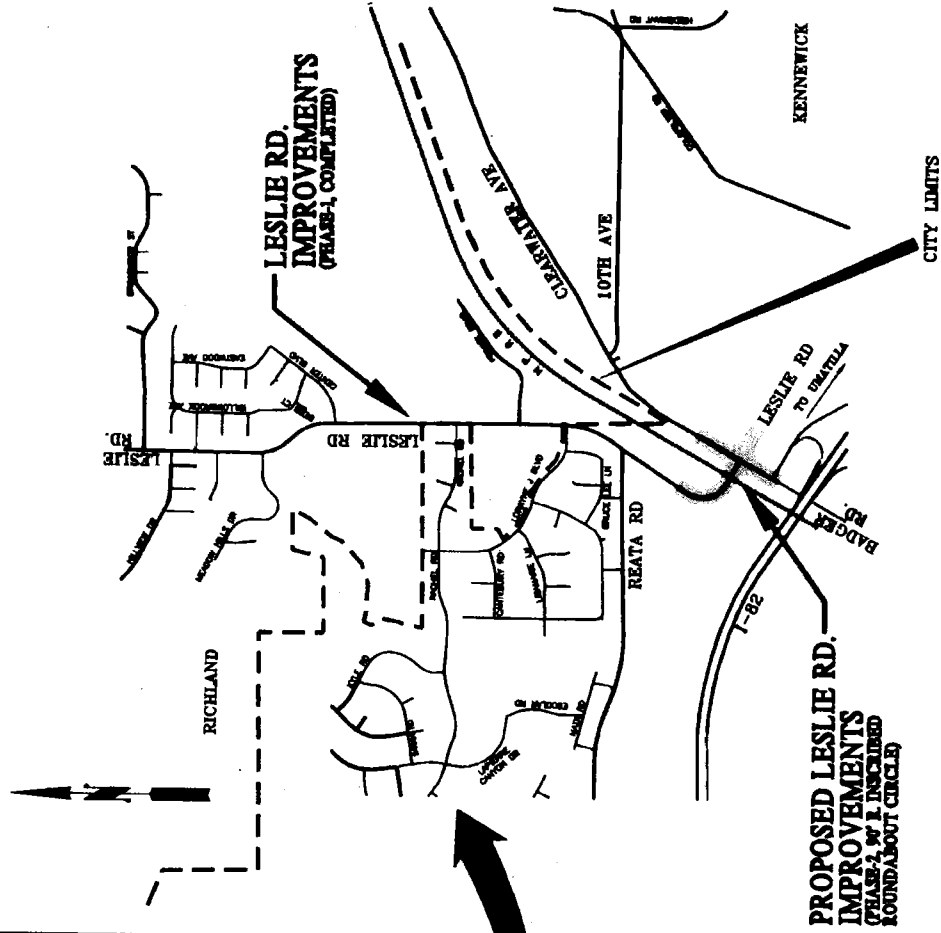
2010 Leslie Road Improvements (Phase-2)



PARTIAL VICINITY MAP



CAD DWG: LESLIE.DWG
 DATE: 08/11/11
 DRAWN BY: TSC/MBY
 SCALE: NONE



SITE PLAN

JOINT AGREEMENT

LESLIE ROAD IMPROVEMENTS

**CITY OF RICHLAND
CITY OF KENNEWICK
BENTON COUNTY**

This AGREEMENT, made and entered into this 21st day of Dec., 2004, between the City of Richland, (hereafter called "Richland"), City of Kennewick, (hereinafter call "Kennewick"), and Benton County, (hereinafter called "Benton County"), collectively hereinafter referred to as the "PARTIES".

WHEREAS, the segment of Leslie Road bounded on the north by Meadow Hills Drive and on the south by Clearwater Avenue is a narrow two-lane road carrying increasingly large volumes of traffic; and

WHEREAS, the PARTIES have included improvements to Leslie Road and the intersection at Clearwater Avenue within their Six-Year Transportation Improvement Program; and

WHEREAS, Richland's most recent estimate of the improvement costs is \$2,695,000; and

WHEREAS, recent and proposed development within RICHLAND and KENNEWICK will require improvements to the intersection layout and controls at the Leslie Road / Clearwater Avenue intersection; and

WHEREAS, the PARTIES intend that the Leslie Road improvements be implemented to Richland standards; and

WHEREAS, of the section of Leslie Road to be reconstructed approximately 2,400 linear feet lies within Benton County, approximately 4,300 linear feet of Leslie Road lies within Richland, and the entire length of Leslie Road lies with Richland's Urban Growth Boundary; and

WHEREAS, technical staff at Richland, Kennewick, and Benton County endorse relocation of the Leslie Road / Clearwater Avenue intersection approximately 400 feet to the south of its existing location. The new intersection location would be aligned with the westbound exit and on-ramps for the Washington State Department of Transportation's (WSDOT) I-82's Badger Road Interchange; and

WHEREAS, the project will involve relocating and reconstructing the Burlington Northern Santa Fe railroad track crossing and signal system, which is located on the Benton County-owned section of Leslie Road; and

WHEREAS, Richland intends to pursue grant funding necessary to complete the Leslie Road improvements; and

WHEREAS, KENNEWICK and BENTON COUNTY have provided commitments of support for previous grant applications for this project; and

WHEREAS, many grant programs reward projects for completed preliminary engineering work; and

**Joint Agreement – Richland, Kennewick, and Benton County
Leslie Road Improvements**

WHEREAS, RCW 39.34 Interlocal Cooperation Act and RCW 47.28.140, Agreements to Benefit or Improve Highways, Roads, Streets, and Establish Urban Public Transportation systems provide authority for agencies to enter into this agreement, and

WHEREAS, Richland is a qualified CA agency for administration of FHWA Surface Transportation Program funds; and

WHEREAS, the PARTIES recognize the mutual benefits of improvements to Leslie Road.

NOW THEREFORE, in consideration for the mutual covenants, conditions, and terms contained herein, the said PARTIES hereby enter into this agreement for implementation of the Leslie Road Improvements project as follows:

- 1. Richland will be the lead agency for implementation of the Leslie Road Improvements project. The project will be implemented in phases. The first phase, detailed in this agreement, will complete the preliminary plan, profile, and cross section design along with studies necessary for WSDOT and Burlington Northern Santa Fe Railroad approval.**
- 2. It is anticipated that addenda to this agreement will be required to implement final design and construction, once the source and amount of grant funding is identified for the overall project.**
- 3. Richland will implement the Leslie Road Improvements project in full compliance with all applicable federal and state agency requirements.**
- 4. Richland will contract with a consulting engineering company for completion of the required Washington State Department of Transportation Intersection analysis, up to and including an Access Point Decision Report, if required. Richland will submit the consultant scope of work to Kennewick and Benton County for review prior to entering into an agreement with the consultant. Benton County and Kennewick will provide staff participation in the consultant selection process and technical review of the analysis and proposed intersection.**
- 5. Richland will obtain required permits from the Burlington Northern Santa Fe Railroad. Benton County agrees to support Richland in these efforts by providing access to Benton County records relevant to Burlington Northern railroad crossings.**
- 6. The total budget for this first phase of the project will not exceed \$100,000.**
- 7. Richland will prepare grant applications to secure funding necessary to complete the project.**
- 8. Benton County will transfer \$78,000 in Surface Transportation Program (STP-U) funds to Richland for implementation of the project's pre-design phase. The final design and construction phases of the project will require transfer of additional STP funds, not to exceed \$316,000, to Richland. Benton County agrees to provide the required STP-U local matching funds, not to exceed \$21,000 for the construction phase of the project. Benton County's financial participation in this project shall not exceed \$415,000 without approval of Benton County.**
- 9. Kennewick will provide \$10,000 in non-federal funds for the intersection analysis study and railroad permitting activities. Kennewick has previously committed to**

**Joint Agreement – Richland, Kennewick, and Benton County
Leslie Road Improvements**

provide \$300,000 in local matching funds to support completion of this project using state or federal grant funds. By its approval of this agreement Kennewick confirms its support in that amount to the project. Kennewick's financial participation in this project shall not exceed \$300,000.

10. Richland will provide required local matching funds to Benton County's STP-U funds through the pre-design and final design phases of the project.
11. Kennewick and Benton County agree to support Richland's efforts to obtain grant funds for the project.
12. The Parties agree to jointly request WSDOT financial participation in this project for the final design and construction phases of the project.
13. It is agreed that the Parties' financial participation may be reduced below the amounts stated above if contributions from other agencies result in excess funds being allocated to the project.
14. Richland agrees to contract for construction of the improvements, if the project is fully funded, by no later than July 1, 2007. If Richland fails to contract for construction by July 1, 2007, and an amendment to this agreement is not completed, all unspent STP funds transferred to Richland for implementation of the Leslie Road Improvements shall be returned to Benton County and this Agreement will thereupon be terminated.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the 21st day of Dec, 2004.

CITY OF RICHLAND

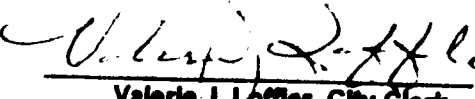
CITY OF KENNEWICK

By 
John C. Darrington, City Manager

By 
James R. Beaver, Mayor

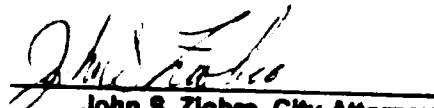
ATTEST:

By 
Cindy Johnson, City Clerk


Valerie J. Loffler, City Clerk

APPROVED AS TO FORM:


Thomas Lampson, City Attorney


John S. Zlobro, City Attorney

**Joint Agreement – Richland, Kennewick, and Benton County
Leslie Road Improvements**

BENTON COUNTY

By: Leo M. Bowman
Leo M. Bowman, Chairman
Board of County Commissioners

ATTEST:

Cami McKenzie
Cami McKenzie, Clerk of the Board

APPROVED AS TO FORM:

Cassandra Noble
Cassandra Noble, Deputy Prosecuting Attorney

**AMENDMENT NO. 2 TO
JOINT AGREEMENT BETWEEN THE CITIES OF RICHLAND AND
KENNEWICK AND BENTON COUNTY FOR LESLIE ROAD IMPROVEMENTS**

THIS AMENDMENT to that certain Joint Agreement which is dated the 21st day of December, 2004, among the City of Richland, Washington, (hereinafter called RICHLAND) and the City of Kennewick, Washington, (hereinafter called KENNEWICK) and Benton County, Washington (hereinafter called COUNTY) all political subdivisions in the State of Washington (collectively hereinafter referred to as the PARTIES), is made this 20th day of OCTOBER, 2010

WHEREAS, the PARTIES have, pursuant to RCW 39.94, Interlocal Cooperation Act and RCW 47.28.140, Agreements to Benefit or Improve Highways, Roads, Streets and Establish Urban Public Transportation Systems, agreed to exercise their powers jointly to provide for the Leslie Road Improvements Project to be administered by RICHLAND; and

WHEREAS, the PARTIES by their respective legislative bodies have determined that certain amendments to the Joint Agreement are warranted, now, therefore and in consideration of the mutual covenants contained therein, said Joint Agreement is amended as follows:

Replace item 14 with:

14. RICHLAND agrees to make its best efforts to contract for the remaining construction needed between Clearwater Avenue and Reata Road no later than July 1, 2011.

Add items 15 to 20 as follows:

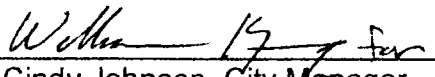
15. RICHLAND shall prepare and COUNTY agrees to be named as a petitioner with RICHLAND for a railroad grade crossing reconstruction petition to be submitted to the Washington Utilities and Transportation Commission, for the Leslie Road crossing (USDOT # 104566M).
16. COUNTY agrees to sign and execute a Grade Crossing Construction and Maintenance Agreement, ("GCCMA") a copy of which is attached as attachment "A," with BNSF Railway Company ("BNSF") for the reconstruction of the Leslie Road crossing.
17. RICHLAND shall be responsible for all of the County's obligations and costs associated with the GCCMA, including but not limited to, the acquisition of temporary and permanent easements from BNSF, performance of specified work, compliance with provisions of the GCCMA

to indemnify, defend and hold BNSF harmless, and reimbursement of actual costs BNSF may incur to construct the upgraded crossing.

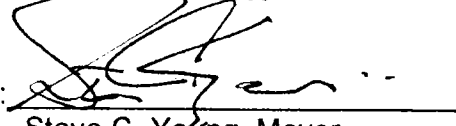
18. After completion and acceptance of construction of the Leslie Road Improvements project and expiration of subsequent warranty period, COUNTY and KENNEWICK agree to assume normal operation and maintenance responsibilities for Clearwater Avenue and Leslie Road within their jurisdictional boundaries.
19. Every five years RICHLAND and KENNEWICK shall prepare updated 20-year traffic volumes and 95th percentile queuing analysis report for the intersection of Clearwater Avenue and Leslie Road and submit said report to the BNSF. Traffic volumes shall be developed using the latest 20-year regional traffic model forecast from the Benton-Franklin Council of Governments. RICHLAND shall prepare the volumes and analysis report for years ending in zero (i.e., 2010, 2020, etc) and KENNEWICK shall prepare the volumes and analysis for years ending in five (i.e., 2015, 2025, etc).
20. The costs for any future improvements or mitigation required as a result of the 95th percentile queuing analysis reports shall be shared by RICHLAND and KENNEWICK.

This Amendment approved by the PARTIES, party to the Joint Agreement, the day and year first written above:

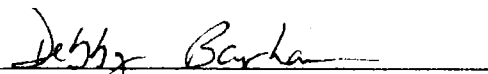
CITY OF RICHLAND


BY: 
Cindy Johnson, City Manager

CITY OF KENNEWICK

BY: 
Steve C. Young, Mayor


ATTEST:


Debby Barham, Deputy City Clerk



Valerie J. Loffler, City Clerk

APPROVED AS TO FORM:

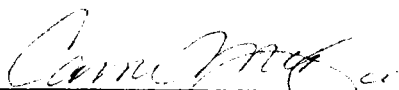

Thomas Lampson, City Attorney


Lisa Beaton, City Attorney

BENTON COUNTY

BY: 
James Beaver, Chairman
Board of County Commissioners

ATTEST:


Cami McKenzie, Clerk of the Board

APPROVED AS TO FORM:


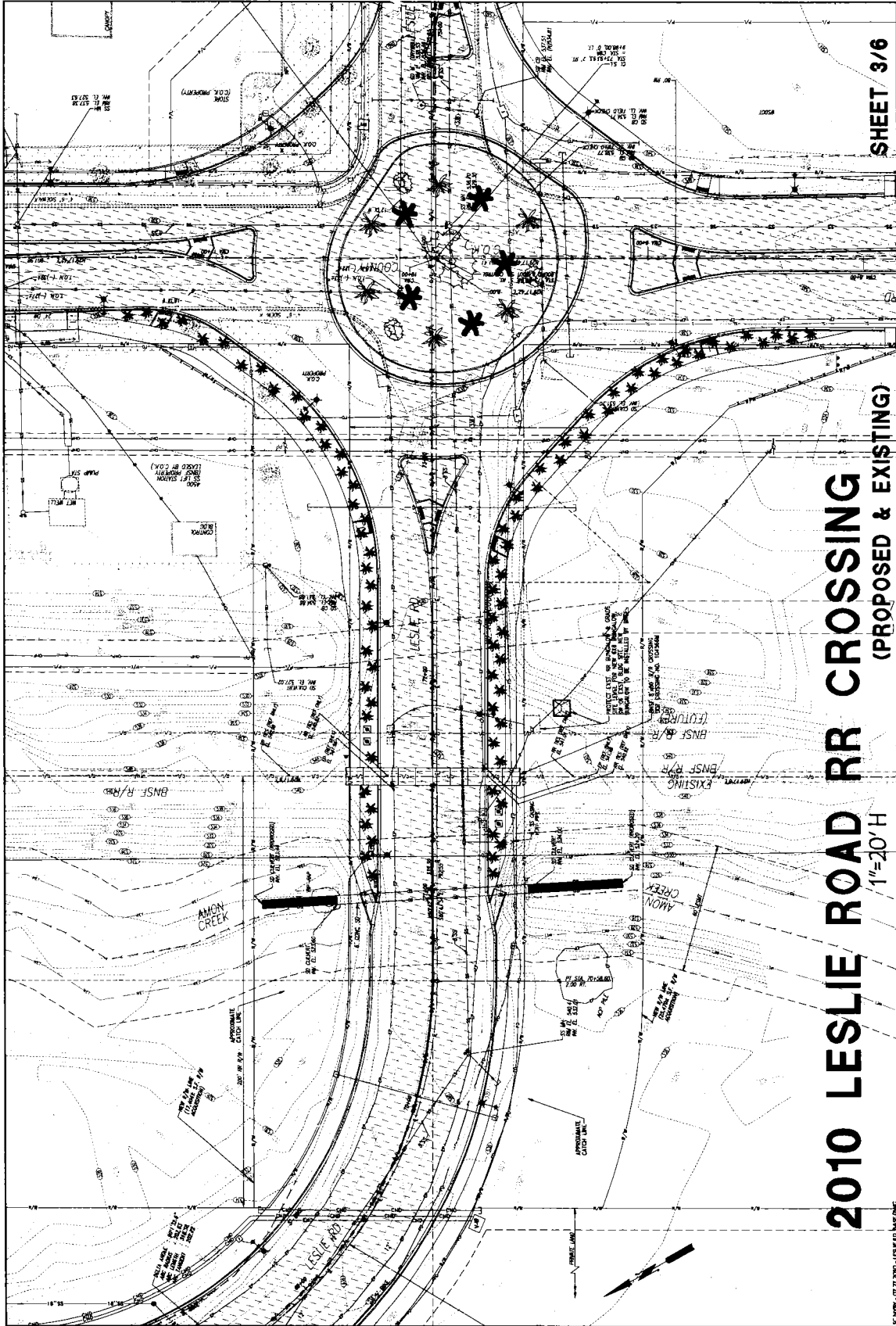

Reid Hay
Deputy Prosecuting Attorney

Exhibit A



2010 LESLIE ROAD RR CROSSING
(PROPOSED & EXISTING)
1"=20' H

SHEET 3/6

[illegible]

1"=20' H

SC N0707 - 07 27 2010 - LESLIE R.D. BASE DANC

The Burlington Northern & Santa Fe Railway Company

TO ELLENSBURG

TO PASCO

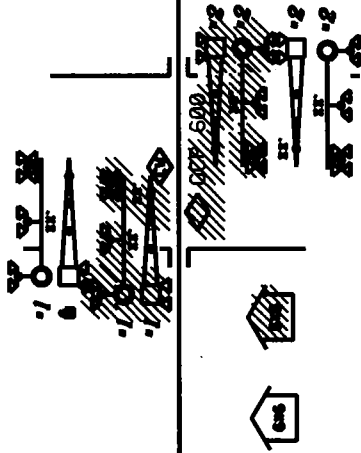
EASTWARD APPR. 5534'
45 MPH

WESTWARD APPR. 5534'
45 MPH

120' MIN.

68'

50' MIN.



LESLIE AVE.

DOT# 104 566 M

INSTALL: LED'S

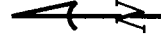
CONTROL DEVICES: CONSTANT WARNING

001.0 - IN

001.0 - OUT

SALVAGE: NONE

Exhibit A



INSTRUMENT HOUSE



BELL



METER



CROSSING CONTROL CONNECTIONS



BIDIRECTIONAL CROSSING CONTROL



UNIDIRECTIONAL CROSSING CONTROL



COUPLER OR TERMINATION



GUARD RAIL



BNSF RAILWAY CO.

LOCATION: RICHLAND, WA

STREET: LESLIE AVE

LS: 0048

M.P. 10.94

DOT # 104 566 M

DIVISION: NORTHWEST

SUBDIVISION: YAKIMA VALLEY

KANSAS CITY

NO SCALE

DATE: 02/04/08

FILE: 0048010_94.dgn

SMP

Warning device placement:

Clearance to C.L. Track = Min. 12'

Edge of Road to C.L. Foundation:

Min. 4'3" with curb.

Min. 8'3" without curb.

Max. 12'

House Clearance:

25' Min. to Near Rail

30' Min. to Edge of Road

ALL LIGHTS TO BE LED